

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

EYE SAFETY SYSTEMS, INC.,

Plaintiff,

v.

1CN7085, et al.,

Defendants.

Case No. 19-cv-06005

**Judge John J. Tharp, Jr.**

**Magistrate Judge Jeffrey Cole**

**FINAL JUDGMENT ORDER**


This action having been commenced by Plaintiff Eye Safety Systems, Inc. (“ESS” or “Plaintiff”) against the defendants identified on Schedule A, and using the Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered a temporary restraining order and preliminary injunction against Defaulting Defendants;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

Defaulting Defendants having failed to answer the Amended Complaint or otherwise plead, and the time for answering the Amended Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products using counterfeit versions of the ESS Trademarks (a list of which is included in the below chart).

Registration Number	Trademark	Good and Services
4181665	ESS	For: Eyewear; Spectacles in class 009.
2449579	ESS	For: Heavy-duty protective eyewear, namely, goggles, and protective facemasks all for industrial use in class 009.
2994352	EYE SAFETY SYSTEMS	For: Heavy-duty protective eyewear, namely, goggles, spectacles, glasses, protective facemasks, all for industrial military, law enforcement and firefighting use in class 009.
4304852		For: protective eyewear and component parts thereof and accessories therefor, namely, eyeglasses, sunglasses, eyeshields, goggles, ophthalmic frames, cases, and prescription lens carriers and prescription lenses therefor; protective eye shields and face shields for use with protective helmets; protective face masks for non-medical purposes; throat protectors for use with goggles and protective helmets; protective work gloves in class 009.
4384991	TOUGH FOR LIFE	For: protective eyewear and component parts thereof and accessories therefor, namely, eyeglasses, sunglasses, eyeshields, goggles, ophthalmic frames, cases, and prescription lens carriers and prescription lenses therefor; protective eye shields and face shields for use with protective helmets; protective face masks for non-medical purposes; throat protectors for use with goggles and protective helmets; protective work gloves in class 009.

4384990	BUILT FOR BATTLE	For: protective eyewear and component parts thereof and accessories therefor, namely, eyeglasses, sunglasses, eyeshields, goggles, ophthalmic frames, cases, and prescription lens carriers and prescription lenses therefor; protective eye shields and face shields for use with protective helmets; protective face masks for non-medical purposes; throat protectors for use with goggles and protective helmets; protective work gloves in class 009.
4384989	BUILT FOR BATTLE. TOUGH FOR LIFE	For: protective eyewear and component parts thereof and accessories therefor, namely, eyeglasses, sunglasses, eyeshields, goggles, ophthalmic frames, cases, and prescription lens carriers and prescription lenses therefor; protective eye shields and face shields for use with protective helmets; protective face masks for non-medical purposes; throat protectors for use with goggles and protective helmets; protective work gloves in class 009.
4377127	CREDENCE	For: Eyewear; Sunglasses in class 009.
3130949	ADVANCER	For: Goggles having moveable lenses for sports and for protective uses in class 009.
5291145	CROSSBOW	For: Protective eyewear, namely, spectacles, eyeshields, goggles, eyeglasses and sunglasses in class 009.
5291146	<b>CROSSBOW</b>	For: Protective eyewear, namely, spectacles, eyeshields, goggles, eyeglasses and sunglasses in class 009.
4704192	<b>Influx</b>	For: Eyewear; safety goggles; goggles for sports in class 009.

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, *et seq.*).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:
  - a. using the ESS Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine ESS product or not authorized by ESS to be sold in connection with the ESS Trademarks;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine ESS product or any other product produced by ESS, that is not ESS's or not produced under the authorization, control or supervision of ESS and approved by ESS for sale under the ESS Trademarks;
  - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of ESS, or are sponsored by, approved by, or otherwise connected with ESS;
  - d. further infringing the ESS Trademarks and damaging ESS's goodwill; and
  - e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for ESS, nor authorized by ESS to be

sold or offered for sale, and which bear any of ESS's trademarks, including the ESS Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.

2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defendant Internet Stores or other online marketplace accounts operated by Defaulting Defendants, including, without limitation, any online marketplace platforms such as iOffer, eBay, AliExpress, Alibaba, Amazon, Wish.com, and Dhgate, web hosts, sponsored search engine or ad-word providers, credit cards, banks, merchant account providers, third party processors and other payment processing service providers, and Internet search engines such as Google, Bing and Yahoo (collectively, the "Third Party Providers") shall within three (3) business days of receipt of this Order:
  - a. disable and cease providing services being used by Defaulting Defendants, currently or in the future, to engage in the sale of goods using the the ESS Trademarks;
  - b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the ESS Trademarks; and
  - c. take all steps necessary to prevent links to the Defendant Internet Stores identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Internet Stores from any search index.
3. Pursuant to 15 U.S.C. § 1117(c)(2), ESS is awarded statutory damages from each of the Defaulting Defendants in the amount of five hundred thousand dollars (\$500,000) for willful use of counterfeit ESS Trademarks on products sold through at least the Defendant Internet Stores. The five hundred thousand dollar (\$500,000) award shall

apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Amended Complaint and Schedule A.

4. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. (“PayPal”), Alipay, Wish.com, and Amazon Pay, shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any non-U.S. based accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in ¶ 3 above) or other of Defaulting Defendants’ assets.
5. All monies (up to the amount of the statutory damages awarded in ¶ 3 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Wish.com, and Amazon Pay, are hereby released to ESS as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, are ordered to release to ESS the amounts from Defaulting Defendants’ financial accounts within ten (10) business days of receipt of this Order.
6. Until ESS has recovered full payment of monies owed to it by any Defaulting Defendant, ESS shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, shall within two (2) business days:
  - a. locate all accounts and funds connected to Defaulting Defendants or the Defendant Internet Stores, including, but not limited to, any financial accounts connected to the

- information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 3 to the Declaration of Jason Groppe, and any e-mail addresses provided for Defaulting Defendants by third parties;
- b. restrain and enjoin such accounts or funds that are not U.S.-based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
  - c. release all funds (up to the amount of the statutory damages awarded in ¶ 3 above) restrained in Defaulting Defendants' financial accounts to ESS as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
7. In the event that ESS identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, ESS may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 3 to the Declaration of Jason Groppe and any e-mail addresses provided for Defaulting Defendants by third parties.

8. The ten thousand dollar (\$10,000) surety bond posted by ESS is hereby released to ESS or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to ESS or its counsel.

This is a Final Judgment.

DATED: November 19, 2019



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John J. Tharp, Jr.  
United States District Judge



## Eye Safety Systems, Inc. v. 1cn7085, et al. - Case No. 19-cv-06005

## Schedule A

No.	Defendant Name / Alias
1	1cn7085
3	ansshop1
5	ben-yami
7	brianmadness
9	commitmentteam
11	dean_shuker
13	ep7426
15	g_point_store
17	inspire-market
19	jamestoreshop
21	licheng-23
23	liwe8090
25	maqing5413_0
27	miriam-121
29	shopfriends2
31	snow-pro
33	tunxiqu1013-1
35	wuliang47387
37	xx02
39	zhangjun197457_4
41	Rtopnm
43	RuoskyGear Online Store

No.	Defendant Name / Alias
2	akho25
4	artshop_4
6	bestshopdeal1
8	chengyanghy1114
10	dealshoop
12	dengzhenbo818-6
14	fengruxian27165
16	harvest_store
18	itsara-0
20	king_alexander
22	life-styleone
24	liyuntao07281
26	medmine-m2
28	onlinestoreformore
30	shop-happy99
32	sunxinliang2151-9
34	wenbo0205112_1
36	wuyekafeiai
38	yangcheng0012_0
40	zhengkuan2751_5
42	Chongqing Dongsheng Labor Protection Supplies Co., Ltd.

No.	Defendant Marketplace URL
1	ebay.com/usr/1cn7085
3	ebay.com/usr/ansshop1
5	ebay.com/usr/ben-yami
7	ebay.com/usr/brianmadness
9	ebay.com/usr/commitmentteam
11	ebay.com/usr/dean_shuker
13	ebay.com/usr/ep7426
15	ebay.com/usr/g_point_store

No.	Defendant Marketplace URL
2	ebay.com/usr/akho25
4	ebay.com/usr/artshop_4
6	ebay.com/usr/bestshopdeal1
8	ebay.com/usr/chengyanghy1114
10	ebay.com/usr/dealshoop
12	ebay.com/usr/dengzhenbo818-6
14	ebay.com/usr/fengruxian27165
16	ebay.com/usr/harvest_store

No.	Defendant Marketplace URL
17	ebay.com/usr/inspire-market
19	ebay.com/usr/jamestoreshop
21	ebay.com/usr/licheng-23
23	ebay.com/usr/liwe8090
25	ebay.com/usr/maqing5413_0
27	ebay.com/usr/miriam-121
29	ebay.com/usr/shopfriends2
31	ebay.com/usr/snow-pro
33	ebay.com/usr/tunxiqu1013-1
35	ebay.com/usr/wuliang47387
37	ebay.com/usr/xx02
39	ebay.com/usr/zhangjun197457_4
41	wish.com/merchant/5888705af17aca4d739e7398
43	aliexpress.com/store/2671184

No.	Defendant Marketplace URL
18	ebay.com/usr/itsara-0
20	ebay.com/usr/king_alexander
22	ebay.com/usr/life-styleone
24	ebay.com/usr/liyuntao07281
26	ebay.com/usr/medmine-m2
28	ebay.com/usr/onlinestoreformore
30	ebay.com/usr/shop-happy99
32	ebay.com/usr/sunxinliang2151-9
34	ebay.com/usr/wenbo0205112_1
36	ebay.com/usr/wuyekafeiai
38	ebay.com/usr/yangcheng0012_0
40	ebay.com/usr/zhengkuan2751_5
42	cqdongsheng.en.alibaba.com